

Appendix D: Response to a Petition of Suit

ZAO “Ekvator”
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ul. Aerodromnaya 13
[telephone & fax numbers]

Arbitrazh Court
Samara Oblast

Copy to: Samara Branch
OAO Stock Commercial Bank
“TOKOBANK”
443083, Samara
ul. Zaporozhskaya 19

RESPONSE To Petition of Suit in Case No. A55-329/99-23

OAO AKB “TOKOBANK,” in the person of its Samara branch office on 29/12/1998 presented a suit against ZAO “Ekvator” concerning the exaction from ZAO “Ekvator” of indebtedness in the sum of 3570000 rubles, according to credit contract No. 32/97 of 11/04/97.

ZAO “Ekvator” does not accept the claims made by the bank for the following reasons:

On 11 April 1997, credit contract No. 32/97 was concluded between ZAO “Ekvator” and OAO “TOKOBANK”.

In accordance with the stated contract, credit in the sum of 1000000000 old rubles was provided by the bank to ZAO “Ekvator.”.

ZAO “Ekvator” has fulfilled its obligations concerning the return of monies under credit contract No. 32/97 of 11/04/97.

The credit was paid off on 25/12/97, which is confirmed by the notation of the bank showing the movement of monies through the debt account No. 10477354 of ZAO “Ekvator” and the memorandum order No. 10 of 25/12/97, confirming the deduction of monies by the bank from the settlement account of ZAO “Ekvator” in payment of the indebtedness for 25/12/97.

In accordance with point 5.1 of the credit contract No. 32/97 of 11/04/97, that contract loses force after the complete payment by the borrower of the credit and the payment of the interest.

Thus, the effect of credit contract No. 32/97 of 11/04/97 was terminated on 25/12/97. The given contract between the parties was not prolonged. Additional agreements to the credit contract No. 32/97 of 11/04/97, signed by the parties after the termination of the effect of the disputed contract are void.

As follows, the claims of suit of the bank, based on the credit contract No. 32/97 of 11/04/97, are not proper.

On the basis of that set forth, the court is requested to reject the suit of AKB “TOKOBANK” against ZAO “Ekvator.”

Attachments:

1. Notation of the bank on the movement of monies in the loan account No. 10477354 of ZAO “Ekvator.”
2. Memorandum order No. 10 of 25/12/97.

For ZAO “Ekvator” I. P. Pavlova
Representative by Power of Attorney of 01/03/99